

City Clerk File No. Ord. 13.143
Agenda No. 3.A 1st Reading
Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 13.143

TITLE: ORDINANCE AUTHORIZING 1) APPROVAL OF A TAX EXEMPTION FOR A RESIDENTIAL/COMMERCIAL RENTAL PROJECT OWNED BY 272 GROVE STREET URBAN RENEWAL, LLC AND 2) RECISSION OF ORDINANCE 07-052 AND TERMINATION OF THE PRIOR FINANCIAL AGREEMENT

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, 272 Grove Street Urban Renewal, LLC, an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

WHEREAS, the Entity owns certain property designated as Block 14102, Lot 1.01 (formerly known as Block 14102, Lots 1 & 37), on the City's Official Tax map, more commonly known by the street address of 272 Grove Street, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Majestic II Redevelopment Plan as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

WHEREAS, by the adoption of Ordinance 07-052 on March 28, 2007, the Municipal Council of the City of Jersey City approved a tax exemption for a residential condominium project; and

WHEREAS, the Entity paid \$63,000 or 1/3 of its Affordable Housing Trust Fund contribution and made a prepayment of \$300,000 in consideration of the original tax exemption; and

WHEREAS, due to a change in market conditions, it is no longer feasible for the Entity to construct a condominium Project as originally intended and the project was never commenced; and

WHEREAS, the Entity now plans to construct a building with approximately 99 market rate residential rental units, 20,000 square feet of retail space, and a garage to contain approximately 46 parking spaces; [Project]; and

WHEREAS, in December 2012 the Project received site plan approval from the Planning Board; and

WHEREAS, on or about December 10, 2013, the Entity filed an Application requesting that the City rescind Ordinance 07-052 and approve a 10 year tax exemption for the residential/commercial rental project based upon 10% of annual gross revenue, estimated at \$402,960; and

WHEREAS, the City hereby makes the following findings:

- A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$74,659 whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$402,960; and
2. the Entity will pay the City the sum of \$178,500, of which \$63,000 was already paid, as an affordable housing contribution pursuant to Ordinance 03-112; and
3. it is expected that the Project will create approximately 200-250 new construction jobs and 50-100 new permanent full time jobs; and
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants; and
5. the Project will further the objectives of the Majestic II Redevelopment Plan and will develop vacant property; and
6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area; and

WHEREAS, 272 Grove Street Urban Renewal, LLC has agreed to:

1. pay the greater of the Annual Service Charge or the Minimum Annual Service Charge; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge or \$8,059 as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge or \$20,148 upon receipt of that charge from the Entity; and
5. pay the sum of \$178,500 to the City's Affordable Housing Trust Fund, of which the City acknowledges receipt of \$63,000; and

WHEREAS, 272 Grove Street Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning Disclosure of Lobbyist Representative Status by filing an appropriate letter in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. The application of 272 Grove Street Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for designated as Block 14102, Lot 1.01 (formerly known as Block 14102, Lots 1 & 37), on the City's Official Tax map, more commonly known by the street address of 272 Grove Street, more specifically described by metes and bounds in the application is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 10 years from the date of Substantial Completion or 12 years from the adoption of the within Ordinance.
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge as further defined in the Financial Agreement; or
 - (b) 10% of Annual Gross Revenue following Substantial Completion, estimated upon the completion of the Lease Up Period to be \$402,960 which is anticipated to increase during the term of the tax exemption, and which sum will be increased in stages as follows:
 - (i) Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be ten percent (10%) of Annual Gross Revenue;
 - (ii) Stage Two: from the 1st day of the 7th year until the last day of the 7th year, an amount equal to the greater of (a) ten percent (10%) of the Annual Gross Revenue or (b) twenty percent (20%) of the taxes otherwise due on the value of the land and Improvements;
 - (iii) Stage Three: from the 1st day of the 8th year until the last day of the 8th year, an amount equal to the greater of (a) ten percent (10%) of the Annual Gross Revenue or (b) forty percent (40%) of the taxes otherwise due on the value of the land and Improvements;
 - (iv) Stage Four: from the 1st day of the 9th year until the last day of the 9th year, an amount equal to the greater of (a) ten percent (10%) of the Annual Gross Revenue or (b) sixty percent (60%) of the taxes otherwise due on the value of the land and Improvements;
 - (v) Final Stage: from the 1st day of the 10th year until the last day of the term hereof, an amount equal to the greater of (a) ten percent (10%) of the Annual Gross Revenue or (b) eighty percent (80%) of the taxes otherwise due on the value of the land and Improvements;
3. Administrative Fee: 2% of the prior year's Annual Service Charge.
4. County Payment: an additional 5% of the Annual Service Charge for remittance upon receipt to Hudson County.

5. Project: construct a building, containing approximately 99 market rate residential rental units, approximately 20,000 square feet of retail/commercial space and a parking garage unit consisting of 46 parking spaces.
 6. Affordable Housing Trust Fund: \$178,500. However, the City acknowledges that \$63,000 has been paid and the balance shall be paid as follows: \$57,750 on or before the issuance of the first construction permit but not later than 6 months after the Financial Agreement is signed; and \$57,750 on or before the issuance of the first certificate of occupancy but not later than twenty four months after the Financial Agreement is signed.
 7. An obligation to comply with the original Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
 8. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- E. All ordinances and parts of ordinances, specifically Ordinance 07-052, inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
12/12/13

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 13.143
TITLE: 3.A DEC 18 2013 4.A JAN 15 2014

Ordinance authorizing 1) Approval of a tax exemption for a residential/commercial rental project owned by 272 Grove Street Urban Renewal, LLC and 2) Recission of Ordinance 07-052 and termination of the prior financial agreement.

RECORD OF COUNCIL VOTE ON INTRODUCTION DEC 18 2013 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JAN 15 2014 9-0											
Councilperson <u>COLEMAN</u> moved, seconded by Councilperson <u>RAMCHAL</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALCER
FLETCHER GENSAMER
KABILI TAYARI
JAYSON BURG
SHAMON RAMRUP
ELIZABETH CAIN

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JAN 15 2014 8-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

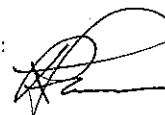
Adopted on first reading of the Council of Jersey City, N.J. on DEC 18 2013
Adopted on second and final reading after hearing on JAN 15 2014

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JAN 15 2014


Robert Byrne, City Clerk

*Amendment(s):

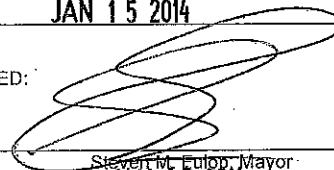
APPROVED:



Rolando R. Lavarro, Jr., Council President

Date JAN 15 2014

APPROVED:



Steven M. Fulop, Mayor

Date

JAN 16 2014

Date to Mayor

City Clerk File No. Ord. 13.144

Agenda No. 3.B 1st Reading

Agenda No. 4.B 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 13.144

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO SELL
CITY OWNED PROPERTY LOCATED IN THE BOROUGH OF
KINNELON, THE TOWNSHIP OF JEFFERSON, AND THE TOWNSHIP OF
ROCKAWAY WHICH IS KNOWN AS THE SPLIT ROCK RESERVOIR**

WHEREAS the City of Jersey City (City) is the owner of certain real property designated as Block 30, Lots 3 and 4 and Block 300, Lot 5 on the Borough of Kinnelon's tax map; Block 271, Lot 5 in the Township of Jefferson's tax map; Block 31001, Lot 12, Block 50001, Lots 1 and 18, and Block 50003, Lots 19 and 20 in the Township of Rockaway's tax map consisting of approximately nine hundred fifty three (953) acres (Property); and

WHEREAS, the State of New Jersey, Department of Environmental Protection (DEP), has determined that the Property is needed for the Highlands Greenway program which is intended to preserve the forests that surround and protect the source waters for approximately one third of the State's citizens; and

WHEREAS, DEP desires to purchase the Property from the City for the sum of Three Million One Hundred Forty Eight Thousand Dollars (\$3,148,000); and

WHEREAS, the City will retain ownership of the Split Rock dam and the water rights to the Split Rock Reservoir and does not need the Property for a municipal public purpose; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13(b)(1), the City is authorized to transfer by private sale municipally owned property to the DEP.

NOW, THEREFORE BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract of sale in substantially the form of the attached, a deed, and such other documents necessary to transfer certain property designated as Block 30, Lots 3 and 4 and Block 300, Lot 5 in the Borough of Kinnelon; Block 271, Lot 5 in the Township of Jefferson; Block 31001, Lot 12, Block 50001, Lots 1 and 18, and Block 50003, Lots 19 and 20 in the Township of Rockaway consisting of approximately nine hundred fifty three (953) acres (Property) to the State of New Jersey, Department of Environmental Protection (DEP) for the sum of Three Million One Hundred Forty Eight Thousand Dollars (\$3,148,000), subject to the following minimum terms and conditions:

- 1) the Property shall be used by the DEP for the Highlands Greenway project;
- 2) the City shall retain ownership of the Split Rock dam;
- 3) the City shall retain ownership of the water rights to the Split Rock Reservoir;
and
- 4) the conveyance shall be made subject to:

(a) easements and restrictions of record, if any,

- (b) all Federal, State, County, and Municipal laws, statutes, codes, ordinances, rules and regulations affecting the Property, its use and occupancy.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All materials are new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

RR/kn
12-11-13

APPROVED AS TO LEGAL FORM

Certification Required ☐
Not Required ☐

APPROVED: _____

APPROVED: _____

Corporation Counsel

Business Administrator

Project: HIGHLANDS GREENWAY

AGREEMENT FOR PURCHASE OF UNIMPROVED REAL PROPERTY

AGREEMENT made this day of 2013, by and between the City of Jersey City, 280 Grove Street, Jersey City, New Jersey, 07302 (hereinafter referred to as Seller), and

THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, with its principal office in the Department of Environmental Protection Building, 401 East State Street, Trenton, New Jersey 08625, (hereinafter referred to as Purchaser),

Whereas, Seller is the owner of real property described in paragraph 1 of this Agreement (hereinafter the Property), and

Whereas, Purchaser desires to purchase and the Seller desires to sell the Property:

Now, therefore, the Seller, for and in consideration of the sum of \$3,148,000 (Three Million One Hundred Forty Eight Dollars) (hereinafter Purchase Price) agrees to convey to the Purchaser, free from all liens, encumbrances or adverse claims, except as this Agreement may otherwise provide, by Bargain and Sale Deed with Covenants Against Grantor's Acts, the Property upon the following terms:

1. **Property:** All those certain lots, tracts or parcels of land, all rights therein, together with any buildings, improvements and fixtures thereon, situate in the Borough of Kinnelon, County of Morris, State of New Jersey, identified as Block 30, Lots 3 & 4 and Block 300, Lot 5; and situate in the Township of Jefferson, County of Morris, State of New Jersey, identified as Block 271, Lot 5; and situate in the Township of Rockaway, County of Morris, State of New Jersey, identified as Block 31001, Lot 12; Block 50001, Lots 1 and 18; Block 50003, Lots 19 and 20; excepting the concrete form dam, comprising a portion of Split Rock Road between Block 31001, Lot 12 and Block 50001, Lot 1. The dam, roadway and water rights to Split Rock Reservoir are being retained by Seller. The dam exclusion will except the underground portions of the dam from the DEP fee acquisition. The limit of this exception on the downstream side shall be 100 feet from centerline of road between Station 2+50 and Station 9+50, 400 feet from centerline of the road between Station 9+50 and Station 10+50 (to be adjusted in the field as necessary to assure historic furnace and iron works structures are within the excluded area), and 100 feet from centerline of the road between Station 10+50 and Station 13+50 (to be adjusted in the field as necessary to assure historic furnace and iron works structures are within the excluded area). The limit of this exception on the upstream side shall be 50 feet from centerline of road between Station 2+50 and Station 13+50. These stations and offsets are based on mapping entitled "Proposed Site Plan - 1" and "Proposed Site Plan-2" for "Rehabilitation of Split Rock Reservoir Dam" prepared by French & Parrello, dated June 2010.

As shown on the official municipal tax maps, and more particularly described by the metes and bounds description attached hereto as Schedule A. This description is to be used only

for the purposes of this Agreement. The actual metes and bounds description of the Property will be in accordance with the survey to be prepared by the Purchaser as stated in paragraph 4.

2. Purchase Price: It is understood and agreed that the Purchase Price is \$3,148,000, based upon the mutual assumption of the parties that the Property contains at least 1,350 acres of land.

3. Contingent upon Appropriation of Funds: Purchaser's obligation is contingent upon appropriation of funds for this acquisition on or before December 31, 2013. Unless Purchaser obtains and confirms appropriation by said date, either party shall thereafter have the right to terminate this Agreement upon 20 days written notice (with right of Purchaser to "cure" by giving Seller notice within 20 days and proceed to closing). Seller shall have no other rights/recourse arising from the inability of Purchaser to obtain funding.

4. Survey: The Purchaser at its sole cost and expense shall obtain a survey of the Property together with a metes and bounds description. That description shall be utilized as the description of the Property to be conveyed.

5. Title: Title to be conveyed shall be valid record title, marketable and insurable at regular rates by Purchaser's title insurance company subject only to exceptions acceptable to Purchaser. If such title cannot be conveyed by Seller at closing, Purchaser shall have the right to declare this Agreement null and void, in which case neither the Seller nor the Purchaser shall have any further obligation to the other.

6. Right of Entry: The Seller agrees to permit Purchaser or its duly authorized representatives onto the Property to examine, survey and undertake tests concerning the Property at any reasonable times prior to the closing of title.

7. Real Estate Taxes: Taxes for the first half of the year shall be paid in full by Seller when the closing takes place in the first half of the year. Real estate taxes shall be paid for the entire year by Seller when the closing takes place in the second half of the year. Taxes shall, however, be adjusted on a per diem basis as of the date of closing. Overpayment of taxes by Seller shall be reimbursed by separate payment voucher provided to seller for signature and processing.

8. Farmland Assessment/Rollback Taxes: The Seller represents that the Property is not subject to Farmland Assessment and that there are no rollback taxes due. Any rollback taxes shall be the sole responsibility of Seller. This provision shall survive closing of title.

9. Special Assessments: All assessments for public improvements, whether confirmed or unconfirmed, which have been commenced as of the date hereof, are to be paid in full by Seller prior to or at time of closing.

10. Condition of Property: The Property is being purchased in its condition as of the date of this Agreement, subject to Purchaser's approval of the results of on-site inspections. Seller shall undertake no actions nor permit others to undertake any actions which may affect the

existing condition of the Property (including removal of trees) without Purchaser's consent, except as may be otherwise expressly provided by this Agreement.

11. Bulk Sale Law Compliance: Purchaser and Seller acknowledge that this conveyance is subject to compliance with the "Bulk Sale Law," N.J.S.A. 54:50-38. Purchaser shall file a C-9600 form with the State of New Jersey Department of Treasury, Division of Taxation (Division), as soon as possible upon this Agreement being fully executed. Purchaser simultaneously shall submit to the Division a fully executed copy of this Agreement, along with an Asset Transfer Tax Declaration (TTD) form. The TTD form (attached as Schedule E) shall be completed and signed by the Seller at the time of signing this Agreement. The Seller shall be notified in writing by the Purchaser and/or the Division as to whether a possible claim for State taxes exists and an appropriate amount, if any, to be held in escrow by the Purchaser's attorney at the time of closing. If the Division determines that a bulk sale escrow must be held, the Purchaser shall retain the bulk sale escrow amount until such time as the Division issues a letter of clearance and officially authorizes the Purchaser's release of such escrowed funds to the Seller.

12. Warranty of No Solicitation: Seller warrants that this Agreement has not been procured in violation of Chapter 48 of the Laws of 1954. N.J.S.A. 52:34-15 et seq., or in violation of Executive Order No. 189.

13. No Broker: Seller represents that this is a direct sale and that no broker has participated in this transaction.

14. Possession: Purchaser may enter into and upon the Property on the date of closing of title and from that time take all rents, issues and profits.

15. Debris Removal: Seller agrees that any and all rubbish or debris located on the Property will be removed by Seller prior to closing.

16. Closing of Title: The parties anticipate that the closing of title will take place on or about December 21, 2013, at the Office of the Attorney General of New Jersey, Richard J. Hughes Justice Complex, Trenton, New Jersey, or by mail. This is a tentative closing date.

17. Closing Documents: Seller shall prepare and deliver to Purchaser at closing the appropriate documents of title, including Bargain and Sale Deed with Covenants Against Grantor's Acts, Affidavit of Consideration, Affidavit of Title, a 1099S Designation Agreement, GIT/REP 1, 2, or 3 (as appropriate), and any other necessary documents required by Purchaser or its title insurance company.

Seller agrees that the following language shall appear in the Deed:

A. Maintenance and ownership of dam

Seller will retain ownership of all portions of Split Rock Reservoir Dam, as described above in paragraph 1. Seller shall maintain the dam in compliance with any and all authorizations required by the Bureau of Dam Safety under the Safe Dam Act, N.J.S.A. 58:4-8.1 et seq., and N.J.A.C. 7:20-1.4 et seq. Seller shall also obtain any and all other necessary federal, state and local authorizations in connection with repair of the dam.

The Seller shall be responsible for all costs associated with any and all inspections, maintenance, or upgrades of the Split Rock Reservoir Dam required by the Bureau of Dam Safety and Flood Control. Seller shall be responsible for any and all other aspects of operation of the dam.

B. Indemnification

Seller shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively "damage") arising or claimed to arise from, in connection with, or as a result of Seller's maintenance, attempted maintenance, or failure to maintain the dam structure identified in paragraph __ above, regardless of whether such maintenance was undertaken by the Seller, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to a) any settlement by the State of any claim or judgment against the State or its agents, provided that Seller had the opportunity to participate in the settlement negotiation, and b) all attorney's fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. Seller a) shall immediately notify the State of any damage for which it or the State might be liable and b) shall, at its sole expense (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State for any damage.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. Seller does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act.

18. Seller's Representations:

(a) The Seller represents that the Property shall be free of any tenancies or any written or oral licenses or leases affecting the Property at closing.

(b) The Seller represents that Seller has not permitted nor authorized the storage of any hazardous or toxic material on the Property.

(c) Seller shall set forth in the Affidavit of Title that the Property is not subject to the requirements of the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and N.J.A.C. 7:26B et seq.

(d) The Seller represents that there are no underground storage tanks on the Property.

(e) The Seller represents that there are no improvements on adjoining properties which extend across the boundary lines of the Property.

(f) The Seller represents that Seller is in substantial compliance with the laws, orders and regulations of each governmental department, commission, board or agency having jurisdiction over the Property, and has received no notices of non-compliance or violation.

(g) These representations shall survive closing of title.

19. Miscellaneous:

(a) Heirs, etc. Bound: For the performance of any and all covenants or representations herein, the parties hereby bind themselves, their respective heirs, executors, administrators, successors and assigns.

(b) Captions and Headings: Captions and headings used herein are for reference only and shall in no way be deemed to define, limit, explain or amplify any provision hereof.

(c) Severability: In case any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or provision, nor the validity of any other provision of this Agreement shall in any way be affected.

20. Date of Agreement: This Agreement shall become final upon signing by the Purchaser.

21. Entire Agreement: It is understood and agreed that all understandings and agreements previously had between the parties are merged in this Agreement, which alone fully and completely expresses their understanding, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation by the other which is not contained in this Agreement.

IN WITNESS WHEREOF, the Seller and the Purchaser have signed this Agreement, and in the case of a corporation this Agreement has been signed by its proper corporate officers and its corporate seal has been affixed.

Purchaser:

State of New Jersey
Department of
Environmental Protection

Rich Boornazian
Assistant Commissioner for
Natural and Historic Resources

Witness as to Signature of Seller

Seller:

Approved as to Form by:

Deputy Attorney General
State of New Jersey

06/15/2011

SCHEDULE A

Metes and Bounds Description

() Page(s)

SCHEDULE B

P.L.2005, c.51and E.O 117: Certification and Disclosure

NOT APPLICABLE

(0) Pages

SCHEDULE C

P.L.2005, c.51: Ownership Disclosure Form

NOT APPLICABLE

SCHEDULE D

P.L.2005, c.271: Vendor Certification and Political Contribution Disclosure Form

NOT APPLICABLE

(0) Pages

SCHEDULE E

Asset Transfer Tax Declaration form

(4) Pages

06/14/12

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 13.144
 TITLE: 3.B DEC 18 2013 4.B JAN 15 2014

Ordinance authorizing the City of Jersey City to sell city owned property located in the Borough of Kinnelon, the Township of Jefferson, and the Township of Rockaway which is known as the Split Rock Reservoir.

RECORD OF COUNCIL VOTE ON INTRODUCTION DEC 18 2013 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JAN 15 2014 8-0											
Councilperson <u>COLEMAN</u> moved, seconded by Councilperson <u>RAMCHAL</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALCER
 JAYSON BURG
 FLETCHER GENSAMER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JAN 15 2014 8-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on DEC 18 2013
 Adopted on second and final reading after hearing on JAN 15 2014

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date _____

APPROVED:

Steven M. Fulop, Mayor

Date JAN 16 2014

Date to Mayor JAN 16 2014

City Clerk File No. Ord. 13.145

Agenda No. 3.C 1st Reading

Agenda No. 4.C. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 13.145

TITLE: **AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO
LEASE 199-205 SUMMIT AVENUE, JERSEY CITY WITH 199-201
SUMMIT AVENUE, LLC**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("City") needs to lease space for the operation of the Department of Health and Human Services or other City offices, bureaus, clinics of the City; and

WHEREAS, 199-201 Summit Avenue, LLC ("Summit") has proposed to lease the City space as listed on the official tax map of Jersey City as 199-205 Summit Avenue a/k/a Block 1906, Lots N1 and N2 together with fifteen (15) classroom trailers which include two (2) trailers for use as combined men/women toilet facility trailers and a free standing garage structure located on Storms Ave, Jersey City ("Leased Premises"); and

WHEREAS, the lease shall commence on February 1, 2014, and terminate on February 29, 2016, subject to the City's option to renew the lease for an additional three (3) years, to be approved by the Municipal Council as individual one (1) year options; and

WHEREAS, the City shall pay to Summit as rent the sum of \$300,000.00 per year, payable in equal and consecutive monthly installments of \$25,000.00 per month for the term of the lease; and

WHEREAS, if the City renews the lease for the additional three (3) year option, rent shall increase based upon the Consumer Price Index as promulgated by the U.S. Bureau of Labor Statistics; and

WHEREAS, in addition to the annual rent, the City shall pay all charges for sewer, water or other utilities used by the City, which are or may be assessed upon the leased premises; and

WHEREAS, the City will be responsible for the routine maintenance of the leased premises and Summit shall be responsible for maintaining the overall premises, including the physical structure and HVAC systems; and

WHEREAS, pursuant to N.J.S.A. 40A:12-1, 40A:12-3 and 40A:12-5 (1), a municipality may by ordinance, acquire property by lease without public bidding; and

WHEREAS, funds in the amount of \$275,000.00 are available in Account No. 01-201-31-432-304.

**AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO
LEASE 199-205 SUMMIT AVENUE, JERSEY CITY WITH 199-201
SUMMIT AVENUE, LLC**

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with 199-201 Summit Avenue, LLC for space located at 199-205 Summit Avenue, Block 1906, Lots N1 and N2 together with fifteen (15) classroom trailers which include two (2) trailers for use as combined men/women toilet facility trailers and a free standing garage structure located on Storms Ave, Jersey City; and
2. The term of the Lease Agreement shall be for two (2) years commencing on February 1, 2014, and shall terminate on February 29, 2016, subject to the City's option to renew the lease for an additional three (3) years, to be approved by the Municipal Council as individual one (1) year options to renew the lease; and
3. The annual rent shall be \$300,000.00 per year, payable in monthly installments of \$25,000.00 per month for the two (2) year term of the lease; and
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

I, _____, Donna Mauer, Chief Financial Officer, hereby certify that there are funds in the amount of \$275,000.00 available for the payment of the above Ordinance in Account No. 01-201-31-432-304.

IW
12/11/13

APPROVED AS TO LEGAL FORM

Certification Required ☐
Not Required ☐

APPROVED: _____

APPROVED: _____

Corporation Counsel

Business Administrator

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 13.145
TITLE: 3.C DEC 18 2013 4.C JAN 15 2014

An ordinance authorizing the City of Jersey City to lease
199-205 Summit Avenue, Jersey City with 199-205
Summit Avenue, LLC

RECORD OF COUNCIL VOTE ON INTRODUCTION DEC 18 2013 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JAN 15 2014 9-0											
Councilperson <u>COLEMAN</u> moved, seconded by Councilperson <u>RAMCHAL</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

JAYSON BURG

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JAN 15 2014 8-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on DEC 18 2013
Adopted on second and final reading after hearing on JAN 15 2014

This is to certify that the foregoing Ordinance was adopted by
the Municipal Council at its meeting on JAN 15 2014

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date JAN 15 2014

APPROVED:

Steven M. Fulop, Mayor

Date JAN 16 2014

Date to Mayor JAN 16 2014

City Clerk File No. Ord. 13.146
Agenda No. 3.D 1st Reading
Agenda No. 4.D 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 13.146

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-8 (PROHIBITED RIGHT TURNS ON RED SIGNAL) OF THE JERSEY CITY TRAFFIC CODE PROHIBITING THE RIGHT TURN ON RED SIGNAL AT CANAL ST AND GRAND ST; GRAND ST AND MONMOUTH ST; GRAND ST AND DOUGLAS AND ARTHUR SKINNER MEMORIAL DR (FKA JERSEY AV); GRAND ST AND BARROW ST; GRAND ST AND MARIN BLVD AND GRAND ST AND WASHINGTON ST, ALL TIMES, ALL APPROACHES

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-8 (Prohibited right turns on red signal) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-8 Prohibited right turns on red signal.
No person shall make a right turn when facing a steady red signal (stop indication) at any of the locations listed below.

Name of Street	Direction of Travel	Prohibited Right Turn on Red Signal Onto	Hours and Days
<u>Canal St</u>	<u>North</u>	<u>Grand St</u>	<u>All times</u>
<u>Grand St</u>	<u>All</u>	<u>Grove St</u>	<u>8:00 am to 4 pm</u> <u>School Days</u>
	<u>All</u>	<u>Monmouth St</u>	<u>All times</u>
	<u>All</u>	<u>Douglas and Arthur Skinner Memorial Dr (FKA Jersey Av)</u>	<u>All times</u>
	<u>All</u>	<u>Barrow St</u>	<u>All times</u>
	<u>All</u>	<u>Marin Blvd</u>	<u>All times</u>
	<u>All</u>	<u>Washington St</u>	<u>All times</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
NOTE: All new material to be inserted is underscored.

JDS:PCL
(12.06.13)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED:
Director of Traffic & Transportation

APPROVED:
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED:
Director, Dept. of Public Works

APPROVED:
Business Administrator

FACT SHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

An ordinance supplementing Chapter 332(Vehicles and Traffic) Article II (Traffic Regulations) amending Section 332-8(Prohibited Right Turns on Red Signal) of the Jersey City Code prohibiting the right turn on the red signal at Canal St and Grand St; Grand St and Monmouth St; Grand St and Douglas and Arthur Skinner Memorial Dr (FKA Jersey Av); Grand St and Barrow St; Grand St and Marin Blvd and Grand St and Washington St, All times, All approaches

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Architecture, Engineering, Traffic and Transportation, Department of Public Works, 201.547.4470 at the request of Director of Public Works Michael Razzoli on behalf of Ward E Councilwoman Candice Osborne

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Prohibit the right turn for vehicles at all approaches, all times on Grand St and Monmouth St; Grand St and Douglas and Arthur Skinner Memorial Dr (FKA Jersey Av); Grand St and Barrow St; Grand St and Marin Blvd and Grand St and Washington St for northbound traffic on Canal St turning east on to Grand St

4. Reasons (need) for the proposed program, project, etc.:

At the recommendation of the Ward Councilperson, to improve pedestrian safety.

5. Anticipated benefits to the community:

Improve pedestrian safety along Grand St from Monmouth St, east to Washington St

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

City Funds

Approximately \$100.00 per sign installation

Eighteen signs for a total of \$1,800.00

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council.

8. Anticipated completion date:

Twenty days after adoption by the Jersey City Municipal Council

9. Person responsible for coordinating proposed program, project, etc.:

Director Michael Razzoli, Department of Public Works, 201.547.4400

10. Additional comments:

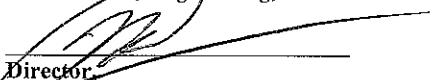
Twenty days after adoption by the Jersey City Municipal Council

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Director,
Architecture, Engineering, Traffic and Transportation

12.9.13
Date



Director,
Department of Public Works

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201-547-4402 | F: 201-547-4803



MICHAEL RAZZOLI
DIRECTOR

MEMORANDUM

DATE: December 6, 2013

TO: Robert Kakoleski, Acting Business Administrator

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

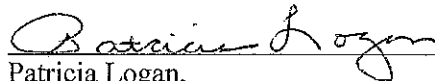
SUBJECT: **PROPOSED ORDINANCE**
PROHIBITED RIGHT TURNS ON RED SIGNAL

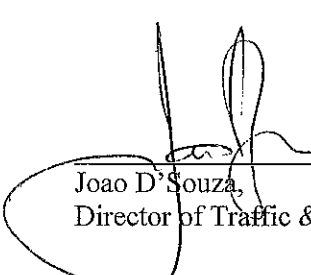
At the request of DPW Director Michael Razzoli, on behalf of Councilwoman Osborne, kindly be advised this Division has proposed legislation (for the Council's consideration) prohibiting the right turn on red signal at the intersection of Canal Street and Grand Street; Grand Street and Monmouth Street; Grand Street and Douglas and Arthur Skinner Memorial Drive (FKA Jersey Av); Grand Street and Barrow Street; Grand Street and Marin Boulevard and at Grand Street and Washington Street.

The proposed traffic regulations were requested by Councilwoman Osborne to increase pedestrian safety at the aforementioned intersections.

It is anticipated that the proposed legislation will be listed on the Agenda for the December 18, 2013 Municipal Council Meeting.

Feel free to contact Patricia Logan at ex. 4492 if you have any questions regarding the legislation.


Patricia Logan,
Supervising Traffic Investigator

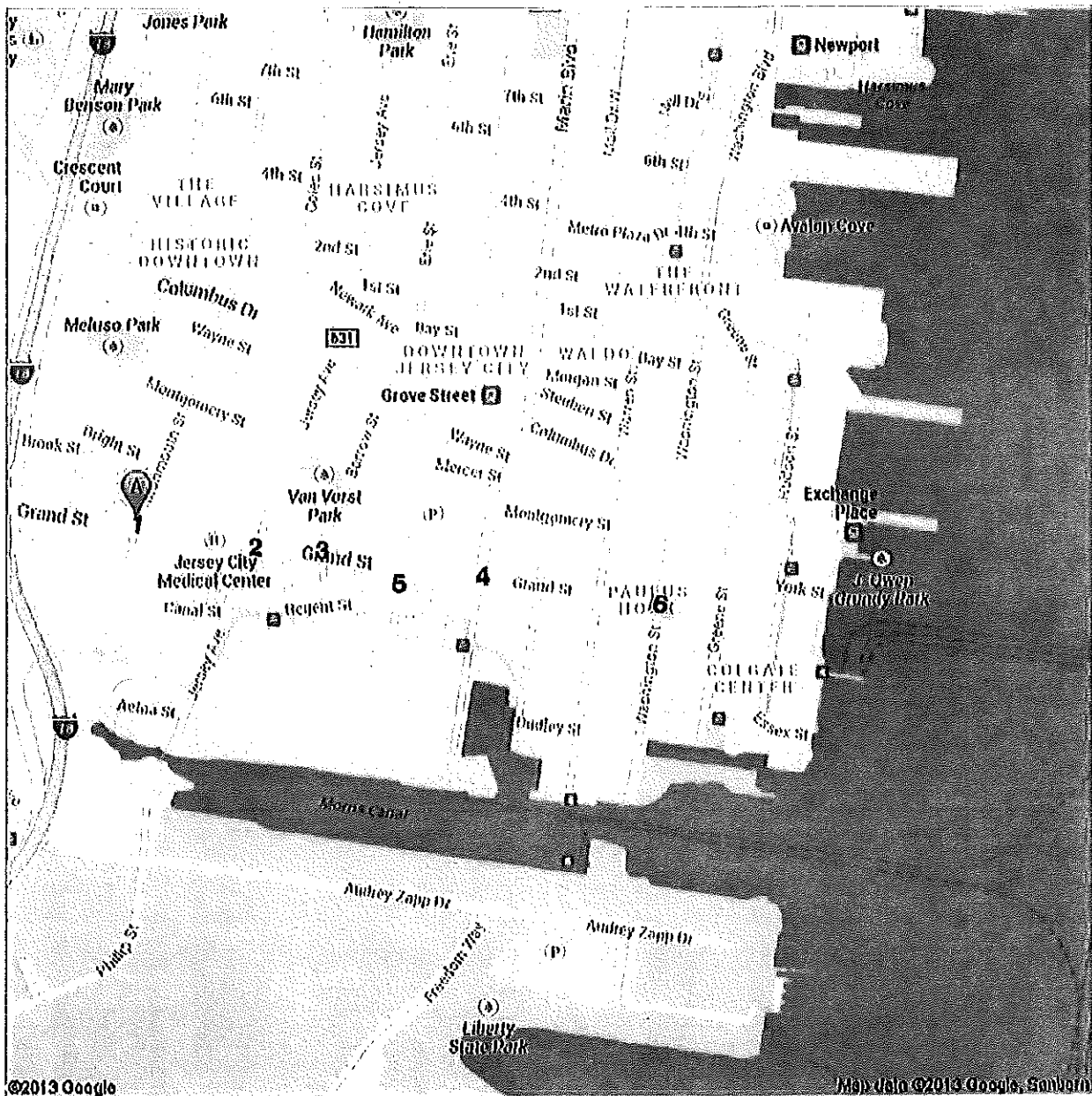

Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.A.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Robert Byrne, City Clerk



Address Grand St & Monmouth St
Grand St & Monmouth St
Old Colony Square, Jersey City,
NJ 07302

1. Grand St & Monmouth St
2. Grand St & Douglas and Arthur Skinner Memorial Dr (FKA Jersey Av)
3. Grand St & Barrow St
4. Grand St & Marln Blvd
5. Grand St & Canal St
6. Grand St & Washington St



Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 13.146

TITLE: 3.D DEC 18 2013 4.D

JAN 15 2014

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-8 (Prohibited Right Turns On Red Signal) of the Jersey City Traffic Code prohibiting the right turn on red signal at Canal Street and Grand Street; Grand Street and Monmouth Street; Grand Street and Douglas and Arthur Skinner Memorial Drive (f/k/a/ Jersey Avenue); Grand Street and Barrow Street; Grand Street and Marin Boulevard and Grand Street and Washington Street, All Times, All Approaches.

RECORD OF COUNCIL VOTE ON INTRODUCTION DEC 18 2013 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JAN 15 2014 9-0											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>RAMCHAL</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

STEPHANIE DANIELS
MARLENE SANDKAMP
JONATHON WHARTON
YVONNE BALLER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JAN 15 2014 7-2											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		✓	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **DEC 18 2013**
Adopted on second and final reading after hearing on **JAN 15 2014**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **JAN 15 2014**

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **JAN 15 2014**

APPROVED:

Steven M. Fulop, Mayor

Date **JAN 16 2014**

Date to Mayor **JAN 16 2014**